

AG Contract No. KR96 0745TRN  
ADOT ECS File No. JPA 96-22  
Project: Signal Maintenance  
Section: SR-95 @ Willow Road

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE FORT MOJAVE INDIAN TRIBE**

THIS AGREEMENT is entered into \_\_\_\_\_, 1996,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and the FORT MOJAVE INDIAN TRIBE, acting by  
and through its TRIBAL COUNCIL (the "FMIT").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The FMIT is empowered to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the FMIT.

3. The State and the FMIT desire to design, construct, operate and maintain a new traffic signal warranted on State Route 95 at the intersection of Willow Road, at an estimated cost of \$120,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

---

## II. SCOPE

### 1. The FMIT will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate State review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractors. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the FMIT.

c. Be responsible for all costs associated with design and construction of the Project. Upon completion, approve and accept the Project as complete and provide electrical energy to operate the signal.

### 2. The State will:

a. Review the design documents and provide comments.

b. Provide construction inspection during construction at no cost to the FMIT.

c. Upon completion and acceptance by the FMIT, provide maintenance to the signal.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority; provided, however, that any provisions herein for maintenance or electrical energy shall be perpetual.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto shall select a process for the resolution of disputes relating to this agreement, compliant with applicable laws and regulations of the State and Tribal government, and acceptable to the State and Tribal government.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Fort Mojave Indian Tribe  
Tribal Administrator  
500 Merriman Avenue  
Needles, CA 92363

7. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**FORT MOJAVE INDIAN TRIBE**

**STATE OF ARIZONA**  
Department of Transportation


By \_\_\_\_\_  
PATRICIA MADUENO  
Chairman

By \_\_\_\_\_  
State Traffic Engineer

RESOLUTION

BE IT RESOLVED on this 16th day of April 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement the the Fort Mohave Indian Tribe for the purpose of defining responsibilities for the design, construction and maintenance of a new traffic signal warranted on State Route 95 at the intersection of Willow Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

  
for LARRY S. BONINE  
Director

APPROVAL OF  
THE FORT MOHAVE INDIAN TRIBE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the FORT MOHAVE INDIAN TRIBE and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Tribal Attorney